

PAUL C. JONES WORKING FOREST PUBLIC ACCESS PLAN

(June 29, 2012)

W.D. Cowls Inc., owner of the Paul C. Jones Working Forest located in Leverett and Shutesbury, Massachusetts, ("Premises"), has traditionally allowed respectful public recreational use of the property. Section IV of the Conservation Restriction ("CR") held by the Massachusetts Department of Fish and Game ("Commonwealth"), and managed by the Division of Fisheries and Wildlife ("DFW"), over the Premises ensures this practice will continue in perpetuity, granting to the Commonwealth "the right to permit the public to enter upon the Premises for passive outdoor recreational and educational purposes, including organized nature walks, hunting, fishing, hiking, bird watching and similar uses as described in a Public Access Plan for the Premises." A copy of Section IV of the CR is attached as Exhibit 1.

This document is the Public Access Plan envisioned by the CR (recorded 12/23/11 at Franklin County Registry in Book 6118, Page 285). The land constituting the Premises is depicted in Exhibit A of the CR.

Notice to Visitors

- **PUBLIC ACCESS RULES:** Although subject to the CR, the Premises are privately owned, so all visitors must respect the rights of the property owner and comply with the public access rules and procedures set forth in this public access plan. These rules and procedures apply to the entire Premises, including but not limited to any utility easement areas (such as the power line corridor) or other rights of way. Public access to the Premises may be impacted and interrupted for temporary periods of time during timber harvesting activities for reasons of public health and safety, as provided in Section IV of the CR.
- **LOGGING:** The Paul C. Jones Working Forest is a certified and actively managed Tree Farm. Active logging operations may be in progress on the Premises. Entering harvesting areas, or otherwise approaching timber harvesting operations while in progress, or approaching harvesting equipment at any time, is dangerous and prohibited. Public access has been enabled by responsible stewardship of private woodlands for generations and the CR continues that tradition.
- **ADJACENT PRIVATE OWNERS:** Visitors must respect the rights of owners of adjacent properties and refrain from entering properties posted against trespass.
- **HUNTING:** The Premises are used for hunting. Take appropriate precautions.
- **TRESPASS:** Nothing in this Public Access Plan or the CR limits the Owner's ability to protect the property from unlawful uses or from actions or uses that violate the terms of the CR or are detrimental to its purposes. This includes civil legal actions for:
 - Trespass against private persons who violate these terms of access;
 - Activities that damage the land, including but not limited to dumping, cutting of trees, plants or crops, mining of resources, and any unlawful use; or
 - Other actions or uses that violate the terms of the CR or are detrimental to its purposes.

The owner retains all common law, statutory and other legal authority to protect the property from trespass and from any other detrimental or unlawful use.

- **FIRE SAFETY:** No open fires or campfires are allowed on the Premises. Smokers are asked to exercise extreme caution. No cigarette or cigar butts are to be left on the Premises.
- Please report any emergency or unlawful activity on the Premises by calling 911, the Leverett Police (413-548-4994), the Shutesbury Police (413-249-1279), or the Massachusetts State Police (413-323-7561). Please report any suspected violation of the CR or this Public Access Plan to the Massachusetts Division of Fisheries and Wildlife (DFW) District Manager (413-684-1646).
- If you have questions about the terms or conditions of public access, please contact the DFW Chief of Wildlife Lands (617-626-1574) or the DFW District Manager (413-684-1646).

Permitted and Prohibited Recreational Activities

Activity	Permitted (per terms of CR)	Additional Activities Currently Permitted by Owner	Permitted w/ Permission of DFW	Prohibited (per terms of CR)
Hiking/Walking/Snowshoeing	X			
Cross-Country Skiing	X			
Hunting/Trapping	X			
Fishing	X			
Wildlife Observation/Bird Watching /Nature Walks	X			
Bicycling - on existing roads only		X		
Horseback Riding - on existing roads only		X		
Short-term Wilderness Camping (no open fires or campfires)		X		
Snowmobiling - on designated routes only		X		
Group Activities			X	
ATV/ORV Riding				X
Motorcycle/dirt bike riding				X
Other motorized vehicles				X

Activities listed in the column “Additional Activities Currently Permitted by Owner” are not specifically permitted or prohibited by the terms of the CR, but are currently allowed at the discretion of the Owner.

This Public Access Plan is subject to amendment and it is the responsibility of the visitor to confirm that no changes have been made to this list BEFORE the activity takes place. To ensure that you are viewing the current version of the Public Access Plan, please visit the following web pages:

www.mass.gov/dfw/wceplans or www.cowls.com/landcompany/pciwf

Group Activities: Any activity involving 10 or more people requires written approval from DFW before such activity may take place, except for (1) hiking, walking, snowshoeing, cross-country skiing, hunting, fishing, trapping, wildlife observation, bird watching, and other forms of passive recreational pursuits permitted by the terms of the CR, and (2) snowmobiling on designated routes, which is currently allowed under this Public Access Plan. Requests for group activities must include a detailed description of the activity, the number of people, participating, and the duration of the activity. The process for obtaining DFW permission for group activities is outlined below.

All recreational activities shall be conducted in accordance with all applicable laws and regulations, and the following Public Access Rules:

Public Access Rules

- Authorized parking areas are designated by the capital letter P on the map attached as Exhibit 2. Otherwise, parking on the property is not permitted. Parking areas may be temporarily closed to public use during active timber harvesting operations. The blocking of public ways, access gates, access roads or otherwise parking in unauthorized areas is prohibited. Vehicles in violation of these rules may be towed at owner's expense.

With the exception of snowmobiles on designated routes, the use of any type of motorized vehicle on the Premises by the general public is prohibited. This includes but is not limited to automobiles, trucks, jeeps, motorcycles, motorized trail bikes, all-terrain vehicles (ATV), and off-road vehicles (ORV). A map showing designated snowmobile routes will be posted in the future at www.mass.gov/dfw/wceplans and www.cowls.com/landcompany/pciwf.

- All visitors to the Premises shall observe the "carry in, carry out" rule with respect to trash and refuse, meaning that you must carry out everything you carry in. No trash receptacles are provided for public use on the Premises.
- There are no public sanitary facilities located on the Premises. Please use biodegradable sanitary materials.
- Access to the Premises is restricted to the period beginning one hour before sunrise and ending one hour after sunset, except for: (1) short-term wilderness camping as currently allowed by the Owner; and (2) hunting as permitted by statute and regulation.
- Short-term wilderness camping on the Premises is limited in duration to 7 days. Shelter is limited to tents only. Trailers, tarps, lean-tos, and motor homes are prohibited. Cook stoves are permitted but open fires and campfires are prohibited.

- The taking or removal of the Owner's property, including but not limited to plants, minerals, field stones, and the like is prohibited.
- The placing, filling, storing or dumping of any substance, plant, animal, or any material whatsoever is prohibited.
- The making, building, expanding, re-routing, or naming of roads, trails or paths is prohibited without written permission granted after December 2011 by the Owner.
- The placement of any signs by the public, for advertising, directional, or any other purpose is prohibited without written permission granted after December 2011 by the Owner.
- Excluding maps utilizing data layers publically available through MassGIS, the publishing or distributing of maps showing the interior roads or paths of the Premises is prohibited without written permission of the Owner.

Process for Obtaining DFW Permission for Group Activities

To request DFW permission for a group activity, as defined above, a written request shall be sent to:

DFW District Manager
341 East Street
Belchertown, MA 01007
ralph.taylor@state.ma.us

DFW will send written notification of the DFW decision. Written approval must be obtained from DFW BEFORE the group activity takes place.

Process for Obtaining Owner Permission

To request Owner permission, if required by the Public Access Rules listed above, a written request shall be sent to:

W.D. Cows, Inc.
Re: Paul C. Jones Working Forest Public Access Request
P.O. Box 9677
134 Montague Road
North Amherst, MA 01059
land@cowls.com

Owner will send written notification of its decision. Written approval must be obtained from Owner BEFORE the activity takes place.

Addressing Violations of the CR or Public Access Plan

Violating this public access plan may result in revocation of use privileges, legal action, or both.

Either DFW or the Owner may address perceived violations of the law, Conservation Restriction, or Public Access Plan as follows:

- If, in the exercise of good faith and diligent observation, DFW or the Owner discovers any member of the public in violation of the terms of the CR or this Public Access Plan, DFW or the Owner may advise such person that they are in violation, explain why they are in violation, and request such person to stop the violation and/or to leave the property.
- If that person declines to do so, DFW or the Owner may:
 - Call law enforcement officials for assistance in compelling the person to stop the violation and/or leave the property;
 - File a civil complaint against the violator seeking an injunction and/or damages; or
 - Pursue any other legal or equitable remedy authorized by law.
- The Owner shall notify DFW of each instance in which the Owner:
 - Calls law enforcement officials for assistance in compelling the person to stop the violation and/or leave the property;
 - Files a civil complaint against the violator seeking an injunction and/or damages; or
 - Pursues any other legal or equitable remedy authorized by law.

Minimizing Violations of the Public Access Plan

In order to minimize violations of the Public Access Plan, excerpts from the Public Access Plan and/or authorized public access activities and rules will be identified clearly on signs, at kiosks, at public parking areas, and other appropriate locations on the Premises, in accordance with the terms of the CR. The full Public Access Plan will be made available on the DFW and W. D. Cowls, Inc. websites: www.mass.gov/dfw/wceplans and www.cowls.com/landcompany/pcjwf.

In an effort to make local authorities and Environmental Police Officers (EPOs) aware of the public access requirements and any other applicable provisions of the CR, and to facilitate the enforcement of such requirements, DFW will meet with local authorities and EPOs as necessary to discuss the provisions of the CR and Public Access Plan.

Failure of the Public to Comply with Public Access Plan Requirements

In the event of failure by members of the general public to comply with this Public Access Plan, Owner may advise DFW of this matter and the need to address the same. DFW agrees to work with Owner in good faith to address any issue arising from public access on the Premises to try to resolve any such issues. If any such issues are not resolved to the Owner's satisfaction then the Owner may petition the Director of the Division of Fisheries and Wildlife to close all or any portion of the affected Premises to public access. The Director shall review Owner's petition and determine in the Director's discretion what action should be taken to enhance compliance with the Public Access Plan. Owner shall also have the right to pursue any other legal or equitable remedy authorized by law.

Amending this Public Access Plan

Other access or recreational activities that are not specified in the CR or this plan may be permitted if they:

- Are not detrimental to the purposes of the CR;
- Do not violate the terms of the CR;
- Do not unreasonably interfere with the permitted uses of the Premises by the Owner; and
- Are expressly approved by DFW after consultation with, and approval by, the Owner.

Upon Owner and DFW approval of a previously unspecified access or recreational activity, or any other amendment to the Public Access Plan's rules and/or procedures approved by Owner and DFW, DFW will incorporate the approved changes. DFW will sign and date the amended plan and send the Owner a copy of the updated plan by certified mail for Owner's signature. Owner will sign and date the amended plan and return a copy to DFW by certified mail. DFW and W. D. Cows, Inc. will post the amended copy of the Public access plan on their websites.

Access and recreational activities that are specified in the CR or identified in this plan may be periodically evaluated by DFW and the Owner to determine if they conflict with the purposes of the CR. If conflicts are identified, appropriate efforts to eliminate or minimize negative impacts may be pursued by the Owner and DFW in collaboration and may result in a subsequent amendment to this plan.

Liability

All public visitors to the Premises:

- Acknowledge there are risks and dangers inherent in a large natural forest environment;
- Shall access the Premises at their own risk; and
- Shall assume full responsibility for their own safety.

Such visitors also shall be fully liable to the Owner for any damage they cause or contribute to while on the Premises.

Landowners who allow public access are accorded liability protection by state law, M.G.L. Chapter 21C, section 17 (a), which provides as follows:

Any person having an interest in land including the structures, buildings, and equipment attached to the land, including without limitation, railroad and utility corridors, easements and rights of way, wetlands, rivers, streams, ponds, lakes, and other bodies of water, who lawfully permits the public to use such land for recreational, conservation, scientific, educational, environmental, ecological, research, religious, or charitable purposes without imposing a charge or fee therefor, or who leases such land for said purposes to the commonwealth or any political subdivision thereof or to any nonprofit corporation, trust or association, shall not be liable for personal injuries or property damage sustained by such members of the public, including without limitation a minor, while on said land in the absence of wilful, wanton, or reckless conduct by such person. Such permission shall not confer upon any member of the public using said land, including without limitation a minor, the status of an invitee or licensee to whom any duty would be owed by said person.

IN WITNESS WHEREOF, the Commonwealth of Massachusetts has caused these presents to be executed in its name and on its behalf by Wayne R. MacCallum, Director of the Division of Fisheries and Wildlife, herewith duly authorized, who does hereunto set his hand and seal this 2 day of ^{JULY}~~June~~, 2012.

COMMONWEALTH OF MASSACHUSETTS
DIVISION OF FISHERIES AND WILDLIFE

By: Wayne R. MacCallum
Wayne R. MacCallum, Director

COMMONWEALTH OF MASSACHUSETTS

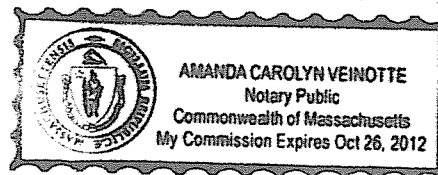
Worcester, ss. July 2, 2012

On this day before me, the undersigned Notary Public, personally appeared the above-named Wayne R. MacCallum, proved to me through satisfactory evidence of identification which was personal knowledge of identity, to be the Director of the Division of Fisheries and Wildlife of the Commonwealth of Massachusetts whose name as Director is signed above, and acknowledged to me that he signed the foregoing PUBLIC ACCESS PLAN voluntarily as Director of said Division for its stated purpose.

Amanda C Veinotte
Notary Public

SEAL

My Commission Expires: 10/26/12



SIGNED AND SEALED under the pains and penalties of perjury on this 9 day of July, 2012.

W. D. COWLS, INC.

By: [Signature]
Title: President & Treasurer

COMMONWEALTH OF MASSACHUSETTS

Hampshire, ss. July 9, 2012

On this day before me, the undersigned Notary Public, personally appeared the above-named Cinda H. Jones as Pres. & Treas of W. D. Cowls, Inc., proved to me through satisfactory evidence of identification which was personal knowledge to be the person whose name is signed on the foregoing PUBLIC ACCESS PLAN and acknowledged to me that (s)he was duly authorized to act on behalf of W. D. Cowls, Inc. and signed the foregoing instrument on behalf of said Corporation voluntarily for its stated purpose.

SEAL



PETER W. MACCONNELL
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS
MY COMMISSION EXPIRES
NOVEMBER 26, 2015

[Signature]
Notary Public

My Commission Expires: _____

EXHIBIT 1 – CR SECTION IV

IV. ACCESS BY THE COMMONWEALTH AND THE GENERAL PUBLIC

The Commonwealth hereby consensually takes the right for its duly designated officers, directors, employees, representatives, and agents to enter and access the Premises, including access by foot and/or by motorized vehicle, for the purpose of inspecting the Premises, determining compliance with the terms of this Conservation Restriction, and preventing, abating or remedying any violations thereof. When inspecting the Premises and determining compliance with the terms of this Conservation Restriction, the Commonwealth agrees to notify the Owner within 5 business days prior to such actions. Owner acknowledges and agrees that the Commonwealth may need to take immediate action to prevent, abate or remedy any violations of this Conservation Restriction and may thus take such actions without any prior notice.

The Commonwealth also hereby consensually takes the right for its duly designated officers, directors, employees, representatives, and agents with the approval of Owner which approval shall not be unreasonably withheld, to at the Commonwealth's sole expense access the Premises and conduct rare species and natural community research, including but not limited to (a) locating, collecting samples, and otherwise studying and documenting any rare species, vernal pools, and natural communities which exist on the Premises, (b) conducting biological surveys, and (c) monitoring the natural communities, habitats and species thereon. Once each calendar year the Commonwealth will share its research findings with Owner. The right granted herein to the Commonwealth is not assignable to other organizations or entities without Owner's consent. Owner agrees to incorporate the Commonwealth's findings regarding rare species and natural communities into all Section III Permitted Uses so as to protect said rare species and natural communities as required by applicable law and regulations and this Conservation Restriction.

The Commonwealth also hereby consensually takes the right to permit the public to enter upon the Premises for passive outdoor recreational activities and educational purposes, including organized nature walks, hunting, fishing, hiking, bird watching, and similar uses by the general public as described in a Public Access Plan for the Premises approved by Owner and the Commonwealth, provided that such activities (a) do not involve use of motorized vehicles other than motorized wheelchairs for handicap access and snowmobiles in a manner consistent with the provisions of the Public Access Plan or as allowed by Commonwealth regulation or permit [the granting of which permit for motorized vehicle access shall be subject to the approval of Owner and Commonwealth said approval not to be unreasonably withheld], (b) are conducted to the maximum extent practicable and feasible in a manner that avoids or reasonably minimizes any material impacts to the conservation values and purposes of this Conservation Restriction; (c) do not unreasonably interfere with permitted uses of the Premises by Owner; and d) are not otherwise in violation of the terms of this Conservation Restriction. Except as permitted within these constraints, members of the public do not have the right to enter upon the Premises, which Premises are owned by Owner and under its lawful control consistent with the terms of this Conservation Restriction.

The terms and conditions of access to the Premises by the general public shall be determined by the Director of the Division of Fisheries and Wildlife in consultation with Owner and shall be memorialized in an approved Public Access Plan, which Public Access Plan shall be maintained at the offices of the Commonwealth and Owner and made available, as appropriate, to members of the general public that access the Premises. The manner and locations of access to the Premises shall be mutually agreed upon by Owner and the Commonwealth. The Public Access Plan shall be developed by the Commonwealth and the Owner, and modified as agreed by the Commonwealth and Owner over time as necessary, in a manner that minimizes to the maximum extent practicable (a) violations of the Public Access Plan for the Premises, (b) material damage to the Premises, (c) material health and safety risks to Owner and the general public, (d) material interference with Owner's rights with respect to the Premises; and (e) violations of the terms of this Conservation Restriction. The Commonwealth agrees to work in good faith with Owner to address any issue arising from public access on the Premises. Owner and the Commonwealth may, at their individual discretion and as they deem appropriate, address perceived violations of the Public Access Plan in accordance with the processes set forth in the then-applicable agreed Public Access Plan. Owner may petition the Director to modify the terms of public access to the Premises for cause in the event that public access is being conducted in a manner that materially violates the access provisions or other provisions of this Conservation Restriction.

The Commonwealth also herein consensually takes the right to, in its discretion and at its sole expense but subject to approval by Owner which approval will not be unreasonably withheld, erect, install, maintain and repair fences, gates, signs and other such improvements as identified in the approved Public Access Plan or as otherwise agreed by Commonwealth and Owner.

The Commonwealth also hereby consensually takes the right to, in its discretion and at its sole expense but subject to approval by Owner, erect and install informational and interpretational signs, information kiosks, and exhibits. Said signs, kiosks and exhibits shall not have a footprint that exceeds 20 square feet nor exceed 8 feet in height and should be designed and constructed as much as possible with materials that blend with the natural surroundings. Any informational panel shall not exceed 5'x 6' (4320 square inches).

Directional and informational signs shall not exceed (a) four hundred (400) square inches in size in conjunction with the conduct of forest management and recreational activities, (b) twenty-five (25) square inches in size for use in posting notice of ownership of the Premises along the boundaries of the Premises, and (c) nine hundred (900) square inches in size for use in posting notice of ownership and use of the Premises at any public access point to the Premises.

The design and location of such signs, informational kiosks, and exhibits shall be approved by Owner and the Commonwealth and every effort shall be made to keep sign size and number to a minimum.

The Commonwealth hereby acknowledges that access to the Premises may be impacted and interrupted for temporary periods of time for reasons of public health and safety arising from forestry and other permitted acts and uses exercised by Owner in accordance with Section III hereof. Owner hereby acknowledges the importance to the Commonwealth of maximizing the Commonwealth's and the public's ability to have access to the Premises for the above purposes (particularly hunting and fishing) arising from the investment of public funds for the purchase of this Conservation Restriction, and Owner agrees to take all practicable steps to minimize any impacts to and interruptions of such access. Owner agrees to timely notify the Commonwealth of all intended impacts to and interruptions of public access and to work with the Commonwealth in good faith to minimize those impacts to and interruptions of public access.

The Commonwealth acknowledges and agrees that the public access provisions of this Section IV shall not be interpreted in a manner as to require Owner to incur material costs associated with such activities, or to assume monitoring or enforcement or uncompensated repair responsibilities with respect to such public access activities. Owner is not responsible for costs associated with getting access up to standards necessary for handicapped or other special needs or laws regarding public rights on private property.

State and local police and fire officials and other law enforcement agents will be given keys and otherwise allowed reasonable and motorized access to Premises through gates.

V. LEGAL REMEDIES OF THE COMMONWEALTH

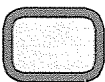
The provisions of this Conservation Restriction are intended to foster communication, collaboration and cooperation between the Commonwealth and Owner with respect to forest management, wildlife management, public access, and other permitted activities and uses on the Premises. In furtherance thereof, the Commonwealth and Owner agree that if a dispute regarding the terms of this Conservation Restriction cannot be resolved through direct communication between the Commonwealth and Owner, then the parties may engage the assistance of a qualified and mutually agreeable mediator to try to facilitate an expeditious and efficient resolution of said dispute prior to the complaining party bringing legal action. The findings of the mediator shall be non-binding and the cost thereof shall be borne equally by the Commonwealth and Owner, subject to the legal ability of each party to incur and pay such cost. This provision to seek mediation may be expressly waived by the Commonwealth or Owner if either party in good faith believes that an emergency exists that requires seeking immediate legal action to enjoin or otherwise prohibit actions or activities that imminently threaten the resources protected by this Conservation Restriction.

In the event that the Commonwealth and Owner cannot resolve said dispute through mediation as set forth above or the Commonwealth determines that an emergency exists that requires seeking immediate legal action, the rights hereby consensually taken by the Commonwealth include the right of the Commonwealth to institute appropriate legal proceedings, and to obtain injunctive and other equitable relief,

Exhibit 2 - Designated Parking Areas

This topographic map displays the Paul C. Jones Working Forest, outlined in a thick black line. The forest is situated in the central and eastern portions of the map, with the town of Leverett to its west and north. The map includes contour lines indicating elevation, with peaks such as Jackson Hill and Brushy Mountain. Several roads are shown, including North Leverett Road, Sutter Road, and Montague Road. Key locations marked include Jackson Hill, Moon, Dudleyville, and The Plain. Five designated parking areas are indicated by a 'P' in a square, with arrows pointing to specific locations: one near Jackson Hill, one near Moon, one near Dudleyville, one near The Plain, and one near the southern boundary of the forest. A legend in the bottom left corner identifies the thick black outline as the Paul C. Jones Working Forest and the 'P' in a square as Designated Parking. The map also shows surrounding areas like Locks Village and Lake Wyola to the east.

Paul C. Jones
Working Forest



P